



STATE OF NORTH DAKOTA
Secretary of State's Office
600 East Boulevard Avenue Dept 108
Bismarck ND 58505

Request for Proposals
RFP 108.6-03-001
Date of Issue: October 31, 2003

Title and Purpose of RFP:

Voting System Upgrade and Improvements

The North Dakota Secretary of State's Office, in cooperation with the North Dakota Association of Counties (NDACo), has issued this Request for Proposal (RFP) to procure the services of a vendor or vendors to upgrade and improve the voting systems currently in place in North Dakota's 53 counties.

Offerors Are Not Required To Return This Form.

Danette Odenbach
Procurement Officer/HAVA Coordinator
North Dakota Association of Counties

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The North Dakota Secretary of State's Office, in cooperation with the North Dakota Association of Counties (NDACo), is soliciting proposals to procure the services of a vendor to upgrade and improve the voting systems currently in place in North Dakota's 53 counties.

This RFP is intended to allow the State of North Dakota to select a vendor to provide a statewide, unified voting system. All polling locations within North Dakota will have one precinct count optical scan device and one unassisted access device. The proposed voting system must also provide software for the programming of the purchased voting devices and the accumulation of results.

Instrumental in the undertaking of this activity was the passage of the Help America Vote Act of 2002 (HAVA) by Congress. HAVA provides voting system requirements as well as a large portion of the funding necessary for voting system upgrades. The voting system implemented shall comply with Title III of HAVA as well as North Dakota election statutes.

1.02

Return Instructions, Mailing Address and Deadline for Receipt of Proposals

Offerors must submit ten (10) printed copies and one (1) electronic copy of their proposal in a sealed envelope or package to the representative of the purchasing agency responsible for the coordination of this RFP as identified on the coversheet, hereafter referred to as the Procurement Officer. Offerors must also include five (5) printed copies and one (1) electronic copy of their cost proposal in a separately sealed envelope or package.

The proposal must be addressed as follows:

Secretary of State
Attention: Voting System Upgrades and Improvements
Request for Proposal (RFP) Number: 108.6-03-001
600 East Boulevard Avenue Dept 108
Bismarck ND 58505

Proposals must be received at the location specified no later than 2:00 P.M., Central Time on December 1, 2003. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

1.03

Assistance to Offerors with a Disability

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.04

Schedule of Events

The schedule of events set out herein represents the State of North Dakota's best estimate of the schedule that will be followed. If a component of this schedule is delayed by the State, then the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

- a) Issue RFP – October 31, 2003;
- b) Deadline for receipt of questions and requests for clarification – November 12, 2003, 5:00 PM Central Time;
- c) Pre-proposal conference – November 12, 2003;
- d) Open proposals – December 1, 2003;
- e) Proposal Evaluation Committee complete evaluation by – December 12, 2003;
- f) State of North Dakota issues Notice of Intent to Award a Contract – December 15, 2003;
- g) Contract negotiations – December 15, 2003 to December 22, 2003;
- h) State of North Dakota issues contract – December 22, 2003;

- i) Contractor provides work plan – January 5, 2004;
- j) Contractor delivers Voting Systems for counties implementing in 2004 – February 20, 2004;
- k) Contractor completes training for counties implementing in 2004 – March 19, 2004;
- l) Onsite Testing of Voting Systems for counties implementing in 2004 – March 22, 2004 to April 30, 2004;
- m) Contractor completes programming for June 8, 2004 Primary Election in counties implementing in 2004 – May 7, 2004;
- n) Deadline for full implementation at counties implementing in 2004 – June 1, 2004; and
- o) Deadline for full implementation Statewide – January 1, 2006.

1.05

Required Review

Offerors should carefully review this solicitation and all attachments for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer by the time and date indicated in the Schedule of Events (November 12, 2003, 5:00 PM Central Time). This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, before the time indicated in the Schedule of Events.

1.06

Questions Received Prior to Opening of Proposals

The Procurement Officer shall be the main point of contact for this RFP. All vendor communications regarding this RFP must be directed to the Procurement Officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified.

PROCUREMENT OFFICER: Danette Odenbach
PHONE: 701-328-7318 FAX: 701-328-7308
TTY Users call: 800-366-6888 (Relay North Dakota)
E-MAIL: dodenbac@ndaco.org

All questions must be in writing and directed to the issuing office, addressed to the Procurement Officer, and cite the subject RFP number (108.6-03-001). The Procurement Officer must receive these written requests by the deadline specified in the RFP Schedule of Events.

Two types of questions generally arise. One type of question may be answered by directing the questioner to a specific section of the RFP, and the Procurement Officer may answer these questions over the telephone. The other type of question may be more complex and may require a written amendment to the RFP. The Procurement Officer will make that decision.

Oral communications shall be considered unofficial and non-binding on the State. The interested party must confirm telephone conversations in writing.

1.07 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all who were mailed a copy of the RFP and to those who have requested a copy of the RFP from the Procurement Officer.

1.08 Offer Held Firm

Proposals must remain open and valid for at least ninety (90) days from the deadline specified for submission of proposals. In the event award is not made within ninety (90) days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

1.09 Right of Rejection

The State reserves the right to reject any or all proposals, in whole or in part. Proposals received from debarred or suspended vendors shall be rejected. The Procurement Officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The Procurement Officer may waive minor informalities that:

- a) Do not affect responsiveness;
- b) Are merely a matter of form or format;
- c) Do not change the relative standing or otherwise prejudice other offers;
- d) Do not change the meaning or scope of the RFP;
- e) Are trivial, negligible, or immaterial in nature;
- f) Do not reflect a material change in the work; or
- g) Do not constitute a substantial reservation against a requirement or provision.

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The state also reserves the right to refrain from making an award if it determines that to be in its best interest.

1.10

State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.11

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest shall be final.

1.12

Offeror's Certification

By signature on the proposal, offerors certify that they comply with:

- a) The laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) All applicable local, state, and federal laws, code, and regulations;
- d) The applicable portion of the Federal Civil Rights Act of 1964;
- e) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- f) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;

- g) All terms, conditions, and requirements set forth in this RFP;
- h) A condition that the proposal submitted was independently arrived at, without collusion;
- i) A condition that the offer will remain open and valid for the period indicated in this solicitation;
- j) A condition that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government; and
- k) A condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

1.13 News Releases

News releases related to this RFP or any subsequent project will not be made without prior approval of the Procurement Officer or Project Director designated by the State.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

2.02

Vendor Registration

North Dakota law requires that every person that desires to bid or submit a proposal for contracts for commodities or services be an approved vendor in order to be placed on the State's bidders list.

Prospective offerors may access the Procurement Vendor Database at <http://www.state.nd.us/csd/spo/csd-spo-public.htm> to verify whether or not their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 578-35.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota State Procurement Office. Registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>. Contact the North Dakota State Procurement Office at 701-328-1726 or infospo@state.nd.us for assistance.

An offeror who is not registered by the deadline for receipt of proposal will be determined to be non-responsive, and their proposal will be rejected.

2.03

Pre-proposal Conference

A pre-proposal conference will be held at 1:00 PM, Central Time, on November 12, 2003, in Conference Room A, on the main floor of the office building for the North Dakota Association of Counties in Bismarck, North Dakota. The address is:

1661 Capitol Way
Bismarck ND 58501
701-328-7300 (to call for directions)

The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible

after the meeting.

Attendance at this pre-proposal conference is not mandatory, but is encouraged.

Offerors with a disability needing accommodation should contact the Procurement Officer before the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.04

Amendments to Proposals and Withdrawal of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The Procurement Officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made.

2.05

Alternate Proposals

Offerors may submit more than one proposal for evaluation.

Alternate proposals (proposals that offer something different from what is asked for) may be considered at the discretion of the Secretary of State.

2.06

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- a) If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) If the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.07

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the State's request:

- a) Complete name of the subcontractor;
- b) Complete address of the subcontractor;
- c) Type of work the subcontractor will be performing;
- d) Percentage of work the subcontractor will be providing;
- e) Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid North Dakota business license or registration; and
- f) A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider their proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's Procurement Officer or Project Director designated by the State.

The offeror, as prime contractor, will be required to assume responsibility for all contractual activities offered in their proposal whether or not the prime contractor performs them. Further, the State will consider the prime contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated contract. The prime contractor is totally and solely responsible for adherence by any subcontractor to all provisions of the contract.

2.08

Joint Ventures

Joint ventures will not be allowed.

2.09

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including

detailed cost information, will be held in confidence until an award is made.

After award, proposals will be subject to North Dakota open records law. Records are closed or confidential only if specifically stated in law. Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. The Procurement Officer will respond to the offeror's request, in writing, with a written determination whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

2.10 Evaluation of Proposals

The Procurement Officer or an evaluation committee will evaluate proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP.

2.11 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Procurement Officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

2.12 Site Inspection

The State may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

2.13

Discussions with Offerors

After the initial evaluation, the State may conduct discussions with offerors who have submitted proposals determined to be reasonably susceptible for award. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications are made as a result of these discussions, they will be put in writing.

2.14

Best and Final Offers

The offeror's proposal is considered the offeror's best and final offer.

2.15

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the State of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one who has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded.

For a listing of state preference laws, visit the following website:

http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

2.16

Contract Negotiation

After final evaluation, the Procurement Officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, shall be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

It is the intent of the State to negotiate electronically or by telephone. If the contract negotiations take place in Bismarck, North Dakota, the offeror will be responsible for all costs including their travel and per diem expenses.

2.17

Failure to Negotiate

If the selected offeror:

- a) Fails to provide the information required to begin negotiations in a timely manner;
or
- b) Fails to negotiate in good faith; or
- c) Indicates they cannot perform the contract within the budgeted funds available for the project; or
- d) If the offeror and the State, after a good faith effort, simply cannot come to terms,

The State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

2.18

Notice of Award - Offeror Notification of Selection

After the completion of contract negotiation the Procurement Officer will issue a written Notice of Award and send copies to all offerors. The Notice of Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Award.

2.19

Protest and Appeal

North Dakota law (N.D.C.C. 54-44.4-12) provides that an interested party may protest a solicitation. If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the Procurement Officer within seven (7) calendar days after the protestor knows or should have known of the facts giving rise to the protest.

An interested party may protest the award or proposed award of a contract. If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the Procurement Officer within seven (7) calendar days after the date the Notice of Intent to Award was issued.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01

Contract Term and Renewal Options

The State intends to enter into a contract with an effective period of December 22, 2003 through December 31, 2006.

Renewal Option

This contract may be renewed upon satisfactory completion of the initial contract term. Offerors are required to propose costs for three (3) option years to provide voting system maintenance and programming services. The State may elect to renew this contract annually by option year at its discretion under the same terms and conditions. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least thirty (30) days before the scheduled contract expiration date.

3.02

Contract Type

This contract is a firm fixed price contract.

3.03

Standard Contract Provisions

The successful offeror will be required to enter into a Service Contract with the State of North Dakota, a sample of which is attached to this RFP (Appendix A). The contractor must comply with the contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Secretary of State. Objections to any of the sample Service Contract provisions must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions.

3.04

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.05

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.06

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the Secretary of State's Office approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

3.07

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the Project Director designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the Project Director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Secretary of State's Office.

3.08

Indemnification and Insurance Requirements

Offerors must review Appendix B, attached, for indemnification and insurance requirements.

Objections to any of the provisions of the Indemnification and Insurance Requirement Annex must be made in writing to the attention of the Procurement Officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Division of Risk Management.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the Procurement Officer with proof of such coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Division of Risk Management. An offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

3.09

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax ID as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, Counties, Cities, Villages, School Districts, Park Board or any other municipal corporations in North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out such contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit their website at <http://www.ndtaxdepartment.com> for more information.

3.10

F.O.B. Point

All goods purchased through this contract will be F.O.B. final destination. Delivery of voting system hardware, software, peripherals, manuals and other items must be made to the county seat of each county that purchases those materials. Proposed training for county officials and poll workers should also be performed at the county seat. The offeror's proposal may suggest alternative methods for training locations.

3.11

Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the Project Director designated by the State has approved the invoice.

The State will not make any advanced payments before performance by the contractor

under this contract.

3.12

Contract Funding

Approval or continuation of a contract resulting from this is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

3.13

Payment Terms

No payment will be made until the purchasing agency approves the contract.

Payment for commodities and services received under contracts will normally be made within thirty (30) calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries should be directed to the purchasing agency.

3.14

Contract Personnel

The Project Director designated by the State must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

3.15

Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes such an inspection, the contractor must provide reasonable assistance.

3.16

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Director designated by the State. The State may employ all reasonable means to ensure that

the work is progressing and being performed in compliance with the contract. Should the Project Director determine that corrections or modifications are necessary in order to accomplish its intent; the Project Director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.17

Termination for Default

If the Project Director designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contract, terminate the contractor's right to proceed with part or all or the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

3.18

Confidentiality

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

3.19

Work Product, Equipment, and Materials

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to the State at the State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

3.20 Independent Entity

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

3.21 Assignment

Contractor may not assign, otherwise transfer, or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

3.22 Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

3.23 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the Procurement Officer or Project Director designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.24 Performance Bond - Surety Deposit

Performance Bond

Offerors must obtain a Letter of Commitment for a performance bond from a bonding company and submit it with the proposal. The amount of the performance bond must be equal to \$1,000,000.00.

If the contractor fails to satisfactorily perform the contract, the bonding company that provided the performance bond will be required to obtain timely performance of the contract.

The actual performance bond must be obtained from the bonding company and provided to the State within ten (10) calendar days of the date of the Notice of Intent to Award. An offeror's failure to provide the performance bond, within the required time, will cause the State to reject the proposal.

Surety Deposit

In lieu of a performance bond, an irrevocable letter of credit, or cash, may be substituted. The amount of the surety deposit must be \$1,000,000.00. Substitution of a surety deposit must be approved by the State prior to its submittal. An offeror's failure to provide the surety deposit, within the required time, will cause the State to reject the proposal.

3.25

Source Code Escrow

Offerors must provide a sample escrow agreement with their proposal. At a minimum the agreement must:

- a) Identify an escrow agent in the State of North Dakota;
- b) Provide the software source code for all voting system components in a minimum of two formats (one human readable and one machine readable) to the escrow agent;
- c) Provide the software documentation to the escrow agent;
- d) Contain a statement confirming that the State of North Dakota will, within seven (7) days of the occurrence of one of the following events, receive full access to the source code and unlimited rights to continue using and supporting the software at no cost to the State should the vendor:
 - i) Become insolvent; or
 - ii) Make a general assignment for the benefit of creditors; or
 - iii) File a voluntary petition of bankruptcy; or
 - iv) Suffer or permit the appointment of a receiver for its business or assets, or
 - v) Become subject to any proceeding of bankruptcy or insolvency law, whether foreign or domestic; or
 - vi) Wind up or liquidate its business voluntarily or otherwise and the State has reason to believe that the vendor will fail to meet future obligations; or
 - vii) Discontinue support of the provided products or fail to support the products in accordance with its maintenance obligations and warranties.
- e) Contain a statement agreeing to notify in writing the ITA that qualified the system, giving the State of North Dakota full access to "final build", records and test results related to the qualification tests at no charge to the State; and
- f) Contain a statement agreeing that the escrow will stay in place throughout the contract and any subsequent option years, as well as warranty and post-warranty

periods at no cost to the State.

The vendor shall deliver the source code escrow package to the escrow agent, pursuant to the sample escrow agreement within thirty (30) days of contract award.

SECTION FOUR BACKGROUND INFORMATION

4.01

Background Information

North Dakota

According to the 2000 Census Bureau statistics, North Dakota has a total population of 642,200 of which 481,351 are over age 17. In the 2000 general election, 292,249 votes were cast in the Governor's race, just under 61% of the voting age population. North Dakota is divided into 53 counties and 666 precincts as of the 2002 general election. Those counties range in size from Cass County, with a population of 123,138, to Slope County with a population of 767.

Elections in North Dakota are administered at the county level. The counties are served by both elected and appointed county election officials. Those officials are responsible to the Secretary of State for administering all aspects of election management within their respective counties. As the state's chief election official, the Secretary of State is elected and charged with the oversight of all elections, including administration of state election law, election official training, candidate filings, candidate certification, campaign finance and disclosure oversight, and compilation of election results.

Voting Equipment

Currently, North Dakota has 44 counties using optical scan voting systems, eight using hand-count paper ballot systems and one county using a punch-card system. In addition, North Dakota uses central count optical scan voting systems to process absentee ballots. Counties may have, upon State certification, the option of retaining their current central count equipment.

HAVA

In response to the national debate over the accuracy and administration of Federal elections, President George W. Bush signed the Help America Vote Act of 2002 (HAVA) into law on October 29, 2002. The HAVA legislation not only provides requirements for technology, procedures and education, but also for the first time allocates Federal funds to assist the states with the implementation of those requirements.

North Dakota is well on its way towards the successful implementation of HAVA. The Fifty-eighth Legislative Assembly was very supportive of the changes required by HAVA and enacted legislation enabling the Secretary of State to develop and implement a State HAVA Plan in compliance with the federal provisions. Although North Dakota was not plagued by the problems experienced in other states, HAVA creates a unique opportunity to proactively upgrade the election process, including a statewide voting system capable of best serving its citizens. The Secretary of State, Al Jaeger, is the chief election official in North Dakota. His office, in cooperation with the North Dakota Association of Counties (NDACo), will be responsible for the administration of this

procurement.

An essential provision of HAVA is an incentive to replace punch-card and lever voting machines. North Dakota's legislature has amended state law to eliminate all references to lever machines, punch-card electronic voting systems and counting machines, and punch card supplies. Williams County is the only North Dakota jurisdiction currently employing punch-card voting devices. The state intends to use Williams County and Grand Forks County as a pilot and model for implementation of the new statewide voting system. The state intends to implement the new voting system, or parts thereof, in Williams County and Grand Forks County by June 1, 2004.

State law authorizes the use of voting systems that will comply with both the second-chance voting and disability access requirements of HAVA. Each polling location in North Dakota will be equipped with a voting system capable of notifying voters if corrections are necessary on their ballots (known as second-chance voting), and allowing persons with disabilities (and others) to vote unassisted. Each polling place in North Dakota will be required to have the new voting system implemented by January 1, 2006.

Please refer to the North Dakota HAVA Plan for additional details on background and North Dakota's approach to this legislation. The plan may be found at <http://www.discovernd.com/hava>.

SECTION FIVE

SCOPE OF WORK AND QUALIFICATIONS

5.01

Scope of Work

Overview

The North Dakota Secretary of State's Office, in cooperation with the North Dakota Association of Counties (NDACo), is soliciting proposals to procure the services of a contractor capable of providing optical scan and unassisted access voting systems for the State of North Dakota. The proposed voting systems must meet the standards set forth by the Help America Vote Act of 2002 (HAVA) and the North Dakota certification process. The selected vendor must provide corresponding training, device programming, maintenance, warranty, support and system software upgrades.

North Dakota is seeking to purchase approximately 600 precinct count optical scan and 600 unassisted access voting devices to be distributed throughout the 53 counties in the state. All polling locations within North Dakota will have one precinct count optical scan device and approximately one unassisted access device. Automated integration of election tallying must be included within the framework of the devices. The quantities of required items are specifically subject to change due to potential changes in eligible voters.

North Dakota will be implementing this project using a phased approach. Williams County and Grand Forks County will serve as the pilot locations for North Dakota. Williams County was selected because it is the only county in North Dakota currently using punch card technology. Williams County will require approximately 20 optical scan and 20 unassisted access voting devices. Grand Forks County was selected because it has a higher likelihood of voters with a disability participating in the 2004 elections. Grand Forks County will require approximately 40 optical scan and 40 unassisted access voting devices.

All voting devices, related equipment and documentation for Williams County and Grand Forks County must be delivered by February 20, 2004. All training and device programming for Williams County and Grand Forks County must be completed by May 7, 2004. Williams County and Grand Forks County will conduct the 2004 Primary and General elections using the new voting system. A timeline for the deliverables to these counties was included in the Schedule of Events in Section 1.04.

The remaining voting devices outside of the pilot project will be procured no later than September 1, 2005. All voting systems must be in place and fully functional by December 31, 2005. Certain counties may elect to purchase precinct count optical scan devices for use in the June 2004 primary election (see Appendix E for counties interested in 2004 deployment). The offeror must have the ability to provide up to 300 precinct count optical scan voting devices with all associated hardware, firmware, software, training, programming and maintenance for any North Dakota counties desiring to implement before June 1, 2004.

From the time that the contract is awarded until contract completion, the selected contractor will be required to provide all election programming (at the discretion of each county) and on-site technical support for the counties that have deployed voting systems.

Clarifications

All quantities of hardware, software and other items specified in this RFP are for the information of the vendor regarding the State's current intent. The listed quantities in no way obligate the State to purchase the full amount under the resultant contract. In addition, the State reserves the right to negotiate amendments to the resultant contract to incorporate new models of voting devices that may become available after the contract is awarded.

Project Goals

- a) Provide the voters of North Dakota with an accurate, cost effective, user friendly election system;
- b) Implement a voting system that provides "uniform and nondiscriminatory election technology" that meets all specific voting standards set forth by the State of North Dakota and the Help America Vote Act;
- c) Encourage and improve election accessibility for individuals with disabilities;
- d) Replace all voting systems deemed inadequate by the Help America Vote Act; and
- e) Complete statewide election system implementation by December 31, 2005.

Definitions

Absentee Ballot	A ballot that is sent to a voter, upon request, who will then complete the ballot with their selections and return it to the county auditor prior to the established deadline
Contractor	The successful offeror selected in response to this RFP
Cross Over Vote	Where a voter in a primary election selects candidates from two or more political parties when allowed to vote for candidates of only one political party
EAC	Election Assistance Commission: HAVA creates the EAC to serve as a national clearing house and resource for the compilation of information and review of procedures with respect to the administration of Federal elections
Early Voting	An option available to the counties under North Dakota law

which allows voters to cast their selections prior to Election Day in predetermined locations specified by the county

EMS	Election Management System: The system used to allow programming of the voting devices for Election Day
F.O.B. Final Destination	Free on Board Final Destination: The seller's responsibility for shipped goods ceases only when those goods arrive at the ultimate destination. Consequently, the seller is liable for all delivery costs. Title changes hands upon delivery and the vendor owns the goods in transit and must file any claims
HAVA	The Help America Vote Act of 2002
ITA	Independent Test Authority: Organization approved by NASED to independently test and certify voting systems
NASED	National Association of State Election Directors
NDACo	North Dakota Association of Counties
N.D.C.C.	North Dakota Century Code (State statutes)
Offeror	An entity which submits a proposal in response to this RFP
Over Vote	A casting of more selections per race or ballot issued than allowed
Project Director	The individual designated by the Secretary of State as the primary contact for the awarded vendor
Project Manager	The individual designated by the successful offeror as the primary contact for the Secretary of State
RFP	Request for Proposal
Second-Chance Voting	Ability of a voting system to notify the voter that an error exists on their ballot and the capability to allow correction
Under Votes	Any circumstance resulting in the maximum allowed number of selections for a race or ballot issue not being selected
Unassisted Access	A voting system that provides voters with a disability a way to cast their ballot in secret without assistance
Vendor	The successful offeror selected in response to this RFP

State-Furnished Services

The Secretary of State will provide a Project Director to oversee the progress of the project. The Project Director will provide oversight and general administration to the awarded vendor(s) from contract execution until conclusion. The Project Director, working in conjunction with the awarded contractor(s), will determine the schedule and format for all project progress related tasks. These tasks include but are not limited to items such as progress reports, status meetings, etc. The Project Director will be the primary point of contact during the execution of the contract.

The Secretary of State will form a committee (referred to as "Committee") to assist the Project Director in monitoring and managing the progress of the project. The Committee will be made up of a diverse group of members representing the entities impacted by the election process changes of this project. The Project Director and the Committee will be ultimately responsible for the approval of all deliverables identified in Section 5.06.

Description of Specific, Results-Oriented Tasks

The awarded contractor will be required to meet all project milestones/deadlines identified in the Schedule of Events in Section 1.04. The following deliverables will be required for the successful completion of this project:

- a) Implementation of installed and configured optical scan and unassisted access voting devices for Williams County and Grand Forks County prior to June 1, 2004;
- b) Implementation of installed and configured optical scan and unassisted access voting devices for the remainder of North Dakota prior to January 1, 2006;
- c) Complete adherence of all voting device equipment to North Dakota and HAVA certification requirements;
- d) Election Management Systems;
- e) Election Reporting Systems;
- f) Election Administration Support (including programming);
- g) Comprehensive and Extensive Voting Systems Training;
- h) Hardware, Software and Firmware Documentation; and
- i) Warranty.

These deliverables are described in more detail in Section 5.06.

Quality Assurance

Quality assurance will best be monitored by the awarded contractor(s) ability to fully meet the project milestones/deadlines identified in the Schedule of Events in Section 1.04 and the project related tasks determined by Project Director. The Committee will be responsible for establishing specific quality control guidelines during the performance of the contract.

As the implementation to Williams County and Grand Forks County is a pilot intended to evaluate the effectiveness and acceptance of the proposed unassisted access voting system, the State reserves the right to forgo further implementation if the unassisted access voting systems piloted in Williams County and Grand Forks County are found to be non-performing. Non-performance may be indicated by failure of the system to meet the requirements set forth in this RFP or any other failure to comply with reasonable expectations of performance. The offeror's cost proposal must include a repurchase price or percentage for all unassisted access hardware, software and peripherals supplied for the pilot. In the event the unassisted access voting system is found to be non-performing in the pilot, the repurchase price or percentage will be used as a guideline for the return of the unassisted access voting system, whether or not the contract is continued with replacement equipment or terminated.

Intended Schedule

Development activities in support of this contract and specifically Williams County and Grand Forks County will begin no later than 30 days from the time that the contract is awarded.

The Project Director designated by the State must be informed of and approve any deviance from the project schedule by the awarded contractor well in advance of the deliverable date. Failure to meet this requirement will jeopardize the contract completion and the standing of the awarded contractor(s).

5.02

Location of Work

With the exception of training and maintenance, only limited on-site performance is required by the contractor. The Secretary of State does not expect to provide any space or facilities for the successful vendor other than what is explicitly required by provisions of this RFP.

The State will provide locations for training classes conducted by the contractor. These classes will most likely be held in the county seat of each county. However, the State will entertain additional suggestions for training locations/arrangements as well.

The contractor should include in their cost proposal: transportation, lodging, and per diem costs sufficient to pay for any travel requirements as dictated by their response to the Scope of Work (Section 5.01) and Deliverables (Section 5.06) sections of this RFP.

5.03

Vendor Qualifications

Minimum Standards

In order for offers to be considered responsive, offerors must meet stated minimum standards. An offeror's failure to meet these minimum standards will cause their proposal to be considered non-responsive and their proposal will be rejected.

Previous Experience

The offeror must demonstrate their experience in similar projects by providing a list of previous engagements within the past five (5) years where the offeror successfully implemented voting system(s). Scoring preference will be given to projects of similar or larger size and complexity than that proposed for North Dakota. If the experience listed is that of a subcontractor, then that fact must be noted. If the offeror cannot provide this list, then the offeror's proposal will be considered non-responsive and the proposal will be rejected. The list must contain:

- a) Brief description of the voting system and services offered;
- b) Key dates of the engagement (i.e. award, contract, training, implementation, elections conducted, support);
- c) Model of voting device(s) implemented;
- d) Description of training approach;
- e) Duration and contents of support agreement (if applicable); and
- f) Warranties provided.

References

A minimum of three (3) customer references must also be provided. Scoring preference will be given to references from current or former clients where the offeror successfully implemented voting system(s) of equal or larger size and complexity than proposed for North Dakota. References must include:

- a) Client organization name;
- b) Contact name, title, telephone number, e-mail and project responsibility;
- c) The product/services provided; and
- d) Duration of contract(s) and current relationship.

Financial Status

The offeror must clearly demonstrate their financial capability to successfully complete the project deliverables and meet the long-term on-going requirements for system support. The offeror's proposal must include the following items:

- a) Copies of the last two (2) year end financial statements;
- b) Number of years the offeror has been in business;
- c) Number of years the offeror has provided voting systems; and
- d) Offeror's available line of credit or Dunn & Bradstreet rating.

Vendors are encouraged to provide a five (5) year financial plan for continuing support of proposed systems. Scoring preference will be given to proposals that include a detailed financial plan outlining their ability and intention to provide on-going support for proposed voting systems.

Capacity

Due to the aggressive timeline for implementation, the offeror must demonstrate the capacity to meet the delivery requirements for voting systems and the required support services. The offeror must provide a statement of capacity in the Executive Summary affirming the offeror has the capacity to perform all required activities as specified in the Scope of Work (Section 5.01), regardless of current, pending or future contracts with other customers. The vendor should provide any additional information supporting the statement of capacity in their response to Section 6.06.

5.04

Voting System Requirements

Minimum Requirements

In order for offers to be considered, responsive proposed voting systems must meet the following minimum requirements. The minimum requirements refer to all proposed voting systems (i.e. unassisted access or precinct count optical scan) unless otherwise noted. An offeror's failure to demonstrate that the proposed voting system meets these standards will cause their proposal to be considered non-responsive and their proposal will be rejected.

5.04.01

State of North Dakota Certification

Revisions to State law, enacted by the Fifty-eighth Legislative Assembly of North Dakota, require and authorize the Secretary of State to adopt rules for the purpose of certifying and decertifying voting systems to ensure compliance with Federal standards. According to the new law, these rules must be in place prior to April 1, 2004. The draft administrative rules for voting system certification are included in Appendix C. Any voting system proposed must be certified by the State prior to purchase or use in North Dakota. In the event that the selected voting system cannot be certified by the State, the contract will be terminated for cause by the Secretary of State.

5.04.02

Independent Test Authority (ITA)

All voting equipment, firmware and software proposed must be qualified by a National Association of State Election Directors (NASED) approved Independent Test Authority (ITA) or currently pending qualification by a NASED approved ITA provided the system has successfully completed the source code review portion of testing. The certification

must be demonstrated with a copy of the qualification certificate issued by the ITA.

For systems pending qualification, documentation from the ITA that the system is pending qualification and that the source code review portion of the testing is complete and satisfactory must be submitted with the proposal. In addition, a signed authorization directing the ITA to submit the results of its testing directly to the Secretary of State and allowing the Secretary of State full access to test records and data is required. All proposed equipment must achieve ITA qualification prior to contract award. If the offeror does not provide an ITA qualification certificate to the State prior to the "Notice of Intent to Award Contract" date, then their proposal will be deemed unresponsive, and their proposal will be rejected.

5.04.03

Federal Election Commission (FEC)

All hardware and software components of the proposed system, including provisions for absentee voting and disabled voters, must comply with the FEC Voting System Standards. Evidence of this compliance shall be supplied in the form of the qualification number issued by the FEC.

5.04.04

Compatibility

The proposed optical scan and unassisted access voting systems must be compatible with each other. Compatibility means that all election-related processes, such as ballot generation and vote tallying, must function in exactly the same manner for all proposed devices. The offeror should demonstrate how their proposed devices are compatible and all election functions are integrated. The election setup process should only have to occur once per election. Furthermore, the proposed voting system should provide the ability to both program elections and tally results at the county and state level.

5.04.05

Accuracy

Voting systems must:

- a) Accurately report all votes cast;
- b) Provide logic to detect or prevent voter errors (such as over votes and cross over votes) and allow the voter to correct/revote their ballot (i.e. "second-chance Voting");
- c) Control logic and data processing methods to detect errors and provide correction method;
- d) Accommodate multi-member districts where multiple votes are cast for more than one candidate in the same election;
- e) Provide for storage and tabulation of the same number of write-in slots as the number of votes allowed for a particular election;

- f) Provide for the tabulation of votes cast in split precincts, where all voters residing in one precinct are not voting the same ballot style;
- g) Provide for the tabulation of votes cast in combined precincts, where more than one precinct is voting at the same location, on either the same or a different ballot style;
- h) Maintain multiple ballot combinations on a single unit;
- i) Easily download results from balloting into the final tally of results;
- j) Provide logic and accuracy tests in the memory of the main processor and the programmable memory device used on Election Day, including zero printouts before each election and a precinct tally printout at the close of each election;
- k) Permit diagnostic testing of all the major components within each unit; and
- l) In the event of a failure in the unit, retain a record of all votes cast prior to the failure.

Unassisted access systems must:

- a) Present the ballot to the voter in a clear and unambiguous manner;
- b) Store and present to the voter any ballot style in use in the given jurisdiction;
- c) Report a list of write-in candidates receiving votes after the polls are closed;
- d) Alert the voter about under votes before the final ballot is cast;
- e) Prohibit over votes before the final ballot is cast; and
- f) Provide a summary at the end of the ballot describing the voter's choices prior to the final vote being cast.

5.04.06

Audit and Security

Voting systems must:

- a) Produce a paper audit trail;
- b) Ensure that each voter's ballot is secret and the voter cannot be identified by image, code or any other method;
- c) Provide summary reports of votes cast on each voting device by extracting information from a memory or data storage device;
- d) Provide reports (either printed or an Excel compatible file) regarding the opening and closing of the polls that include the following:
 - i) Identification of the election;
 - ii) Poll opening and closing dates and times;
 - iii) Identification of the voting device unit;
 - iv) Identification of the ballot style(s);
 - v) Identification of the candidate(s) and/or issue(s), verifying a zero start;
 - vi) Identification of all ballot fields and all special voting options;
 - vii) Summary report of vote totals or ability to extract same; and
 - viii) Prevention from printing the summary report(s) prior to the polls being closed.
- e) Be configured so as to perform the necessary pre-election testing of "logic and

- accuracy” for all hardware, firmware and software;
- f) Allow programmable memory device(s) to be sealed in unit with a means of tamper detection;
- g) Prevent the modification of the voter’s vote after the ballot is cast;
- h) Prohibit voted ballots from being accessed by anyone until after the close of polls;
- i) Allow for extraction of data from memory devices to a central host; and
- j) Provide safeguards against tampering, theft or damage.

Unassisted access systems must:

- a) Provide for a detailed print record of each ballot cast; and
- b) Store tabulation of votes, ballot by ballot, in two or more memory locations on separate integrated circuit chips that shall be electronically compared throughout the election generating an error message when differences are detected.

5.04.07

Technical Requirements

Voting systems must:

- a) Employ a reusable, removable and interchangeable memory device capable of storing election results for multiple precincts, districts, and ballot styles;
- b) Plug in to a standard 110 volt AC outlet;
- c) Provide a battery back-up unit, which can provide continuous operation in case of power failure for a minimum of two (2) hours;
- d) Contain an internal clock for recording dates and times of all activities;
- e) Provide for automatic zeroing or clearing of the accumulators prior to processing of actual voted ballots;
- f) Contain a counter or provide for periodic printing of the number of ballots counted on the device;
- g) Provide visual messages to assist in the resolution of problems or in the operation of the device;
- h) Allow any removable components to be easily accessed or removed by poll workers; and
- i) Require minimal maintenance during storage.

5.04.08

Voter Comfort

Unassisted access systems must:

- a) Allow adjustable font size and contrast for ease of sight;
- b) Provide ballot including minimal, easy to follow on-screen instructions for use by the voter;
- c) Make the voter aware of their ballot choice by clear means;

- d) Provide voters a summary screen at the end of the ballot;
- e) Be capable of supporting multiple languages;
- f) Allow voter to change selection until the voter is satisfied with choice at anytime prior to the final casting of a ballot;
- g) Allow the voter to review their write-in input to the interface, edit that input and confirm that the edits meet their intent;
- h) Prompt the voter to confirm the voter's choices before casting their ballot, signifying to the voter that casting the ballot is irrevocable and directing the voter to confirm the voter's intention to cast the ballot, and shall further signify to the voter that the ballot has been cast after the vote is stored successfully: and
- i) Provide a means to demonstrate the operation of the devices to the voters.

5.04.09

Accessibility

Voting systems must:

- a) Meet or exceed all federal and state laws that address accessibility to voting;
- b) Provide sufficient width to allow wheelchair access, or provide an alternative solution if the devices are contained in a voting booth;
- c) Allow the voter to review their write-in input to the interface, edit that input, and confirm that the edits meet their intent;
- d) Provide a clear, identifiable action that the voter takes to "cast" the ballot;
- e) Have a booth (if the devices are contained in a voting booth) designed so as to provide privacy for the voter while voting, be well lit, and equipped with a fixed surface of writing height on which to vote and accommodate elderly, disabled or other voters with special needs; and
- f) Make clear to the voter how to cast a ballot, such that the voter has minimal risk of doing so accidentally, but when the voter intends to cast the ballot, the action can be easily performed.

Unassisted access systems must:

- a) Provide a method by which voters can choose the language of the ballot whether presented visually or through audio devices;
- b) Be adaptable for disabled voters, from a restructuring of the voting unit or booth to the removal of the device including being lightweight and portable enough for use on a voter's lap or to provide an alternative solution;
- c) Provide audio instructions for the ballot and a mechanism for the visually impaired voter to cast a ballot, either on the voting unit, itself, or on a separate device designed for this purpose; and
- d) Allow the auditory functions to be adjustable to meet the needs of the voter and;
- e) Allow for a Poll Worker to assist a voter in activation, either through remote help or direct access to the voting unit; or devices should allow the voter themselves to activate the unit using some form of activation device [i.e. smart card, access code, or activation cartridge].

5.04.10

Portability/Ease of Use

Voting systems must:

- a) Be composed of equipment which is compact, portable, and made up of components each weighing less than 50 pounds;
- b) Provide precinct units able to withstand frequent loading and unloading, stacking, assembling, disassembling, reassembling, and heavy use, without damage to internal circuitry;
- c) Provide poll workers with a method to immediately detect if a voting unit is not operating properly;
- d) Be composed of equipment of such size as to be able to move through standard size doorways into various size polling places for storage in a particular location within the polling place prior to Election Day use;
- e) Be transportable, without damage to internal circuitry; conditions for transporting could include extremely bumpy roads, exposure to extreme heat or cold, dust or other environmental elements;
- f) Provide poll workers with instructions that are easy to follow and easy to understand;
- g) Include a printer that is easy for the poll worker to operate; and
- h) Allow arrangement of the system components at the polls that do not create hazards for the voters and poll workers.

5.04.11

Communications

Voting systems must:

- a) Provide for network reliability in the speed and accuracy of data transmission of election results;
- b) Provide for encryption of data transmissions that prohibit access to or manipulation of data transmissions;
- c) Provide for the removal of an already counted precinct and a re-counting of that same precinct in the event of errors in transmission;
- d) Be capable of transmitting election results to a host system from a precinct or district, or from a regional receiving site; and
- e) Provide for accurate and immediate transfer of data.

5.04.12

Absentee Voting/Early Voting

Voting systems must:

- a) Include absentee voting and early voting systems fully integrated with the entire voting system offered by the vendor;
- b) Program absentee and early voting ballots from the same database and election

- definition used to program the precinct voting devices;
- c) Allow the devices used for early voting to be deactivated at the end of each day and reactivated the next day without requiring the polls to be closed or results to be printed until early voting is completed;
- d) Tally and report absentee votes and early votes as a separate precinct or allocate the absentee and early votes back to the voter's precinct; and
- e) Integrate absentee and early voting results with Election Day results seamlessly and immediately.

5.04.13

Election Management System

Any proposed Election Management System (EMS) shall consist of the hardware (that is not typically included with a standard PC workstation) and software required to perform all processes from election setup through the production of a final canvass. The EMS shall generate all required master and distributed copies of the voting program in conformance with the definition of the ballot for each polling place and voting device, including devices required to facilitate absentee voting, early voting, language accessibility, and disabled voters. The software must ensure that county personnel can accomplish all EMS programming functions as a part of the election setup process. The EMS must include the following components:

Administrative Database

The EMS shall allow local and state election officials to generate and maintain an administrative database containing the definitions and descriptions of political subdivisions and offices within the jurisdiction. The environment in which all databases in the subsystem are maintained shall include all necessary provisions for security and access control.

The EMS shall provide for the definition of political and administrative subdivisions where the list of candidates or contests may vary within the polling place and for the activation or exclusion of any portion of the ballot upon which the entitlement of a voter to vote may vary by reason of place of residence or other such administrative or geographical criteria.

For each election, the EMS shall allow the user to generate and maintain a candidate and contest database and provide for the production or definition of properly formatted ballots and software. This database shall be used by the system with the administrative database to format ballots or edit formatted ballots within the jurisdiction.

The proposed software shall allow additional districts to be added to the election structure without affecting the existing ballot typing in the ballot management software.

Election Programming

The EMS shall provide a mechanism for definition of the ballot, including the number of allowable votes for each contest and for special voting options such as write-in candidates. The EMS should also provide a software capability for the creation of newly defined elections, for the retention of previously defined formats in that election, and for the modification of a previously defined ballot format. Data entered during election setup shall be carried through ballot layout and production of final canvasses with minimal, if any, duplicate data entry. The proposed software shall automatically transfer all ballot setup information from the EMS to the ballot tabulation system.

Ballot software should allow counties the capability to program memory devices for absentee voting, early voting and Election Day tabulation for each proposed voting system from a single, uniform application.

The election setup parameters shall accommodate multiple candidates, offices, parties, provide rotation (for primaries and general elections) of the same, and all other voting options and specifications as provided for by State law.

Absentee Voting/Early Voting

The EMS must fully support the absentee and early voting requirements as specified in Section 5.04.12.

Write-In Candidates

The proposed system shall provide a means of recording votes cast for candidates for any office whose names do not appear upon the ballot. It must allow for each voter to enter as many names of write-in candidates as the voter is entitled to select for each office. All write-in votes shall be merged seamlessly and will become the unofficial results until formal canvassing is completed.

Election Testing

The software must provide a mechanism for testing correctness of the election programming for each voting device and polling place. Such testing must be capable of ensuring accurate programming by simulating an actual election from setup to final vote tally.

Statewide Integration

The county EMS must be able to receive data electronically from the state in an agreed upon format that contains at a minimum the following data:

- a) Full candidate name;
- b) Candidate sequence;
- c) Text of ballot questions and voting option language;
- d) Name of authorizing presidential candidate for a Presidential Primary Delegate;
- e) Office name;
- f) Number to vote for each office;
- g) Party affiliation; and
- h) Ballot style indicator.

5.04.14

Election Reporting Requirements

The proposed Election Reporting system must:

- a) Receive and seamlessly integrate results from all proposed voting devices, including the ability to merge results from a precinct count optical scan device and an unassisted access device in the same precinct;
- b) Provide a cumulative, canvass and precinct report of absentee voting, early voting and Election Day voting as one total;
- c) Provide a cumulative, canvass and precinct/district report of absentee voting and early voting;
- d) Provide a cumulative, canvass and precinct/district report of Election Day voting as one total;
- e) Provide for unofficial and official reports including absentee, early voting, Election Day, write-ins and total vote;
- f) Provide, for election night reporting, a listing of precincts/districts reporting and a listing of precincts/districts not reporting;
- g) Provide the ability to custom design election reports;
- h) Provide for the removal of an already counted precinct and a re-counting of that same precinct in the event of errors in transmission or any other type of error;
- i) Generate results in an agreed upon format for election night reporting;
- j) Allow all reporting requirements to be met at both the county and state level (where applicable);
- k) Provide for the automatic transmission of election results through whatever medium chosen by the State, whether it be Internet, telephone lines, etc., to include the following items:
 - i) County;
 - ii) Precinct;
 - iii) District;
 - iv) Candidate Name;
 - v) Office;
 - vi) Number of votes for (including ballot questions);

- vii) Number of votes against (where applicable) (including ballot questions); and
- viii) Number of ballots cast at the precinct level (by party affiliation if applicable);
- l) Provide for the return of data from any or all counties to a central state location where statewide results for any or all counties may be seamlessly integrated for state races;
- m) Ensure that all transmitted results are encrypted sufficiently to prevent interception or tampering;
- n) Provide for the download of election results into widely used formats, at a minimum, ASCII, HTML and Excel;
- o) Provide for election results to be produced in such a manner as to allow for easy copying for paper distribution; and
- p) Provide a system audit log containing sufficient information to allow the auditing of all operations related to central site (state or county) ballot tabulation, results consolidation and report generation, including at a minimum:
 - i) Program identifier and version number;
 - ii) Election file(s) used;
 - iii) Record of options entered by the operator;
 - iv) Record of actions performed by the software; and
 - v) Record of all tabulation and consolidation input.

5.05

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

Any voting system(s) proposed by the offeror must meet all voting system standards set forth in Title III, Section 301 of the Help America Vote Act of 2002 (HAVA). These standards include, but are not limited to:

- a) Audit Capacity;
- b) Accessibility for individuals with disabilities;
- c) Alternative language accessibility; and
- d) Error rates.

For the three (3) years following the contract award, the successful offeror is solely responsible for meeting HAVA Title III compliance requirements, once said requirements have been set out by the Election Assistance Commission (EAC), on all provided voting systems.

5.06

Deliverables

The Williams County and Grand Forks County pilot project will adhere to a different timeline but the deliverables for all counties will be the same.

The contractor will be required to provide the following deliverables:

Implementation of Installed and Configured Unassisted Access and Optical Scan Voting Devices

The contractor will be responsible to:

- a) Comply with all delivery and setup dates for Williams County and Grand Forks County pilot;
- b) Comply with all delivery and setup dates for remaining counties not included in the pilot;
- c) Provide the Project Director designated by the State with a checklist to be completed and signed attesting to the successful installation, configuration and testing of the voting device equipment. The Project Director may assign this task to other personnel as required; and
- d) Ensure the price of all procured voting devices will remain the same throughout the life of the contract.

Complete Adherence of All Voting Device Equipment to North Dakota and HAVA Requirements

The awarded contractor must be able to validate the capabilities of the proposed voting devices. Each type of voting device equipment must adhere to the certification requirements set forth by the State of North Dakota (see Appendix C) and HAVA. The awarded contractor must develop and facilitate a detailed demonstration session for the Secretary of State and invited guests by January 31, 2004. This demonstration session will be used to confirm that the proposed voting devices meet the aforementioned requirements. The contractor will:

- a) Develop and submit a walk-through document prior to the session that can be used by the Secretary of State to identify if each minimum requirement has been met;
- b) Identify and confirm during the demonstration session when a requirement is being met; and
- c) Document and respond to any and all questions related to the demonstration. A form of detailed "minutes" must be provided to the Project Director within one week of the walk-through.

Election Management System (EMS)

The awarded contractor must provide a fully functional Election Management System. It must include all software and any hardware (that is not typically included with a standard PC workstation) required for each jurisdiction (state, region or county)

purchasing the system. The EMS must support the following functions:

- a) Administrative Database;
- b) Election Programming;
- c) Absentee and Early Voting;
- d) Write-in Candidates;
- e) Election Testing; and
- f) Statewide Integration;

Election Reporting System

The awarded contractor must provide a fully functional Election Reporting System. It must include all software and any hardware (that is not typically included with a standard PC workstation) required for each jurisdiction (state, region or county) purchasing the system. This system must meet all reporting requirements as specified in section 5.04.14.

Election Administration Support

The awarded contractor will be required to perform the following election administration support functions:

- a) The contractor must establish a Project Manager or primary contact person. This individual must serve as the primary point of contact. They will be responsible for communicating and facilitating all directives and issues provided by the Project Director, the Committee, and/or the Secretary of State. This individual will work in close conjunction with the Project Director. Any change to the person filling this role must be approved in writing by the Secretary of State;
- b) The vendor must maintain a direct, toll free telephone number for the duration of the contract and subsequent renewals to facilitate access to the Project Manager;
- c) The awarded contractor will prepare a plan to support the counties in which the system is being deployed. On-site technical support shall be provided. This support will be initially provided for all elections specific to completed counties during the contract period. Some of the responsibilities of on-site technical support include but are not limited to polling place troubleshooting, sufficient supply of spare parts, reliable mode of transportation, and immediate communication access;
- d) The contractor shall perform all pre-election programming, ballot setup, and associated training for completed counties during the contract period;
- e) On-site technical support must be available for comprehensive election day support; and
- f) Post election testing and reporting.

Comprehensive and Extensive Voting System Training

The overall success of this project will rely on effective training as much as effective voting device equipment. The awarded contractor will be responsible for providing a comprehensive training program and related manuals throughout the duration of the

project for all phases. Each responding contractor will be required to address the totality of their training curriculum in their bid response. Training programs should cover every function from programming of voting devices to troubleshooting techniques to Election Day polling place procedures. Training programs, related materials, and documentation will be provided at all levels of the election process. Such training shall be sufficient to the point that local election officials will be able to operate the voting systems without the continuous assistance from the contractor. In addition, the contractor must provide well designed, accurate, and voter friendly brochures describing to the voters how the voting devices are operated. The proposal must include a list of all types of reusable training materials (i.e. manuals, videos, CD ROMs, etc.) that are available and the number of each included in the offeror's proposal.

Hardware, Software and Firmware Documentation

The Contractor will provide the appropriate documentation and related materials for the following:

- a) A copy of the release software, firmware, utilities, hardware, and instructions required to install, operate and test the voting system;
- b) Diskettes, tapes, or compact disks containing copies of all source code files required to develop the system object code and firmware; with any utilities, hardware, and instructions required for the State to read the source code on a personal computer with a Microsoft based operating system;
- c) System flow charts describing the information flow; entry and exit points; and the relationship of programs, device drivers, data files, and other program components;
- d) Identification of version, release, and modification levels of all software and firmware components;
- e) Identification of the steps and procedures required to generate all program modules providing system functions for which certification is requested; and
- f) One complete set of user and technical documentation for all hardware components required to operate each system for the Secretary of State and local election officials, in both printed and electronic format.

Warranty

The Contractor shall provide:

- a) A minimum of a three (3) year warranty, for all Voting System hardware and software, regardless of whether this warranty period for any piece of equipment and software shall extend beyond the term of this contract as described in this RFP;
- b) Documentation and acceptance testing for each delivered unit; and
- c) During the term of the warranty, all software, firmware and hardware updates, as well as all software, firmware and hardware patches to repair defects in the system, at no additional charge to the State.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages overly lengthy and costly proposals, however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested. An offeror's failure to include any of these items in their proposal may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.02

Transmittal Letter

A transmittal letter, at the beginning of the proposal, must include the complete name and address of offeror's firm and the name, mailing address, e-mail address, telephone number and fax number of the person the State should contact regarding the proposal.

Proposals must be signed by a company officer empowered to bind the company.

6.03

Executive Summary

The executive summary must:

- a) Briefly summarize the offeror's understanding of the State's requirements;
- b) Provide a short synopsis of how the offeror's proposal meets or exceeds the State's requirements;
- c) Confirm that the offeror will comply with all provisions in this RFP;
- d) Disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (such as employed by the State of North Dakota);
- e) Contain the statement of capacity required under Section 5.03;
- f) Note any sections of the proposal that are confidential along with the reasons for confidentiality;
- g) Include a statement of guarantee that the offeror will constantly afford the State the lowest price for equipment and software that it charges to any non-Federal customer (not including volume discounts);
- h) Include a statement of guarantee that should any North Dakota county purchase additional voting systems outside of the contract resulting from this RFP, the unit prices will not exceed those proposed in response to this RFP for a period of three (3) years following contract award; and

- i) Identify any and all exceptions taken to the requirements of this RFP, Contract or attachments.

6.04

Voting System Requirements

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. All requirements (bullet point or paragraph) must be addressed individually with a clear explanation of how the offeror plans to meet that requirement. Be specific when responding, as these responses will be evaluated and scored to determine the offeror selected for award. Voting system requirements should be addressed for each voting system proposed.

This section of the proposal shall be organized into two major sub-divisions: minimum requirements and scored requirements.

Minimum Requirements

Any proposed voting system that does not meet the minimum requirements will cause the proposal to be considered non-responsive and the proposal will be rejected. The minimum voting system requirements are found in Section 5.04 of this RFP.

Responses to voting system minimum requirements should be organized as follows:

- a) Understanding of State of North Dakota Certification Requirements
- b) Compliance with ITA Requirements
- c) Compliance with FEC Voting System Standards
- d) Compatibility
- e) Accuracy
- f) Audit and Security
- g) Technical Requirements
- h) Voter Comfort
- i) Accessibility
- j) Portability/Ease of Use
- k) Communications
- l) Absentee Voting/Early Voting
- m) Election Management System
- n) Election Reporting
- o) Federal Requirements

Scored Requirements

Proposals including voting systems that meet all minimum requirements will then be scored for evaluation against other offers. Scoring will be based on the answers to the following questions (questions apply to each proposed voting system unless otherwise noted):

- a) Please describe your proposed unassisted access voting device and its

capabilities, with emphasis on the following questions:

- i) Does the device produce a paper ballot?
 - ii) Does the device produce a voter verifiable paper record of the vote cast? If so, please describe the record and whether it is optional or mandatory.
 - iii) Does the device produce an audit trail that can be used in recounts?
 - iv) What is the average life cycle of the device?
 - v) What is the average time it takes to vote on the device?
 - vi) Does the device accommodate audio recording of voting information for dissemination to visually impaired voters?
 - vii) Does the device provide an option for synthesized or digitized speech to disseminate information to visually impaired voters? If so, please describe the function in detail including the manufacturer, options for replacements or upgrades and user satisfaction.
 - viii) Does the device allow the user to adjust audio playback speed and/or volume?
 - ix) How many different ballot styles does the device accommodate at one given time?
 - x) How large is the device and accompanying hardware during storage and when assembled for voting?
 - xi) What are the storage requirements of the device?
 - xii) What is the weight of the device and accompanying hardware?
 - xiii) What is the screen size(s)?
 - xiv) What are the available font sizes?
 - xv) What are the color options?
 - xvi) What are the options for changing contrast?
 - xvii) Describe the user interface with the system, particularly for accommodating voters' disabilities relating to vision, hearing, cognitive abilities, learning, physical mobility and fine motor skills.
 - xviii) Describe the configuration and use of the "touch-screen keyboard" or equivalent function for the input of write-in candidates?
 - xix) Describe the configuration and use of the keypad or other manual entry mechanism.
 - xx) Is there a single key or function that allows the user to go back to the previous screen/entry to make corrections?
 - xxi) Describe any alternative input methods available for disabled voters.
 - xxii) Does the device require the voter to insert a card or other item to begin voting? If so, describe the process including access for disabled voters.
 - xxiii) If the proposed device requires an optical scan device to read a marked ballot, then list all supported devices by manufacturer and model number.
- b) Please describe your "second-chance" optical scan voting device and its capabilities, with emphasis on the following questions:
- i) Does the device produce an audit trail that can be used in recounts?
 - ii) What is the average life cycle of the device?
 - iii) How many different ballot styles does the device accommodate at one given time?
 - iv) How large is the device during storage and when assembled for voting?

- v) What are the storage requirements of the device?
- vi) Does it provide “second-chance” voting for under votes? If so, can that option be turned-off or overridden?
- vii) Is the precinct count optical scan device capable of functioning as a central count device? If so, how many precincts can one device support? What is the average throughput of ballots per hour?
- c) Please describe how your current products will change and be enhanced over the course of the next two years.
- d) Describe in detail the methods for handling recounts on each voting system.
- e) What are the reporting and audit techniques that are incorporated into each voting system?
- f) Describe the redundancy systems for recording votes and explain which back-up devices or audit functions of the system can be used to independently verify the vote totals cast.
- g) What are the impacts, procedures and remedies in the event of a power failure? What if the battery backup fails as well?
- h) What system is in place to identify and record any attempt at tampering with the system?
- i) Describe the types of election reports available and the flexibility in the production of these reports.
- j) Describe the process required for non-English ballot support.
- k) What is an average anticipated “turn-around time” in programming voting systems for use during the short time between ballot certification (60 days before the election) and the date of the election? How will you ensure that customer programming needs are met?
- l) What is the average anticipated “turn-around time” for ballot design, preparation, and delivery for use during the short time between ballot certification (60 days before the election) and the date that absentee ballots must be made available (40 days before the election), according to law? Between ballot certification and the date of the election? How will you ensure that customer ballot needs are met?
- m) What is the average anticipated “turn-around time” for ballot printing from the time the programming is completed to the delivery of ballots to the county?
- n) What is your cost per ballot for ballot printing?
- o) What is your cost per ballot for ballot stock?
- p) What is the minimum lead-time required for last minute ballot changes?
- q) What procedures are in place to notify the voter of an under vote or over vote?
- r) What procedure is in place to allow the voter to review the ballot prior to casting the ballot?
- s) What methods of voter education have you found to be most successful in establishing voter familiarity and comfort with your system?
- t) Describe how your system protects the voter’s secrecy while voting.
- u) How often do the machines require regularly scheduled maintenance?
- v) In the instance of equipment malfunction, is the voting unit capable of retaining a record of all votes cast prior to the malfunction? How are the ballots recaptured and included in the election results?

- w) If the polls are to be kept open later by special request may the election be reopened (assuming there is a break in the day) with the new votes being added to the votes cast earlier that day?
- x) Explain how your system tallies and reports write-in votes. Include any manual steps that are required to be performed by poll workers and/or county staff.
- y) Describe the abilities of the proposed Election Management System and Election Reporting System to ensure the integrity, availability and security of data.
- z) Identify each item of equipment, software and service you are proposing including model number, version and revision number of software.
- aa) Are the models and versions proposed identical to those tested by the ITA?

The proposal must include all necessary equipment, software, services and support to any using entity in the State of North Dakota. All initial equipment ordered shall be newly manufactured, not reconditioned or refurbished in any way. The proposal must include all microcomputers, printers, hardware connector cables, cabling, operating system software, software applications, training, training manuals, maintenance manuals and technical support required to provide a fully functional voting system.

Proposed unassisted access devices must include all materials required for the "voting booth" needed for the device. Any answers or statements provided by the offeror regarding the dimensions, weight, storage requirements, ease-of-use or portability of the proposed unassisted access device must include the voting booth materials as well.

6.05

Management Plan for Implementation, Service and Support

Offerors must provide comprehensive narrative statements that set out the methodology and management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the State's project schedule. The management plan must address the entire life cycle of the proposed voting system from initial delivery and training through on-going annual support and election programming.

The management plan should address how the vendor will meet the required deadlines for the following events taken from the Schedule of Events (Section 1.04) and Scope of Work (Section 5.01):

- a) Delivery of voting systems for counties implementing in 2004 (includes both pilot counties and those wishing to implement optical scan devices);
- b) Completion of training for counties implementing in 2004 (includes both pilot counties and those wishing to implement optical scan devices);
- c) Support for onsite testing of voting systems for counties implementing in 2004 (includes both pilot counties and those wishing to implement optical scan devices);
- d) Completion of programming for June 8, 2004 Primary Election in counties implementing in 2004 (includes both pilot counties and those wishing to

- implement optical scan devices);
- e) Post-implementation hardware and software support for production voting systems during 2004 election year in counties implementing in 2004 (includes both pilot counties and those wishing to implement optical scan devices);
- f) Delivery of voting systems for counties implementing in 2005;
- g) Completion of training for counties implementing in 2005;
- h) Support for onsite testing of voting systems for counties implementing in 2005;
- i) Provision of on-going programming services for 2006 and beyond; and
- j) Post-implementation hardware and software support for production voting systems during 2006 election year and beyond.

In addition, the plan must specifically address and provide adequate planning to accomplish all tasks outlined in Deliverables (Section 5.06), including:

- a) Implementation of installed and configured optical scan and unassisted access voting devices for Williams County and Grand Forks County prior to June 1, 2004;
- b) Implementation of installed and configured optical scan and unassisted access voting devices for the remainder of North Dakota prior to January 1, 2006;
- c) Complete adherence of all voting device equipment to North Dakota and HAVA certification requirements;
- d) Election Management Systems;
- e) Election Reporting Systems;
- f) Election Administration Support (including programming);
- g) Comprehensive and Extensive Voting Systems Training;
- h) Hardware, Software and Firmware Documentation; and
- i) Warranty.

The proposal must indicate by name a Project Manager or other designated single point of contact for the duration of the contract. This individual will be the primary contact for the State of North Dakota or its counties for any necessary communication with the vendor.

6.06 Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- a) Title;
- b) Resume;
- c) Location(s) where work will be performed; and
- d) Duration of employment with the vendor.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Proposals must address the requirements from Vendor Qualifications (Section 5.03) including:

- a) Previous Experience;
- b) References;
- c) Financial Status; and
- d) Capacity.

The State reserves the right to contact any or all references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

6.07 Cost Proposal

Cost proposals must be completed according to the Cost Proposal Template provided as Appendix D. All line items of the template must be completed in full. Should an offeror wish to indicate that a line item in the template does not apply to their proposal, it should be entered as a zero (0). An incomplete template will be determined to be non-responsive, and the offeror's proposal will be rejected. The offeror is encouraged to include any explanations, details or notes regarding their cost proposal separately from the Cost Proposal Template.

All costs associated with the contract must be stated in U.S. currency.

Cost proposals will be evaluated after the technical proposals; therefore, offerors must submit the cost proposal in a separate, sealed envelope.

Voting Device Costs

The voting device costs must be separated between precinct count optical scan devices and unassisted access devices. All costs must be indicated on a per unit basis for each type of device. Furthermore, unit costs must be divided into the categories provided on the template. For evaluation and scoring purposes the final voting device cost used will be the unit cost of the precinct count optical scan device multiplied by 600, plus the unit cost of the unassisted access device multiplied by 600. By using the 600 value, the State does not imply that 600 devices of each type will necessarily be purchased. The State reserves the right to purchase any number of devices, up to (or slightly over) 600

of each type, at the unit cost proposed by the vendor. All unit costs proposed must be held firm by the vendor for the duration of the original contract.

Election Management System Costs

The proposed cost for the EMS system proposed by the offeror must be stated as a statewide cost encompassing all 53 North Dakota counties and a central State installation. This figure will be used for evaluation and scoring. In addition, because many of the smaller counties may not find it practical to employ an EMS system, the offeror must also provide a cost per license in the event that the EMS is not deployed statewide, but only at selected counties or on a regional basis. The State anticipates that a statewide license or volume discount would provide a statewide figure significantly less than the per license cost multiplied by 54 (53 counties and 1 state license).

Election Reporting System Costs

The proposed cost for the election reporting system proposed by the offeror must be stated as a statewide cost encompassing all 53 North Dakota counties and a central State installation. This figure will be used for evaluation and scoring. In addition, because many of the smaller counties may not find it practical to employ a reporting system, the offeror must also provide a cost per license in the event that the reporting system is not deployed statewide, but only at selected counties or on a regional basis. The State anticipates that a statewide license or volume discount would provide a statewide figure significantly less than the per license cost multiplied by 54 (53 counties and 1 state license). For offerors with an integrated EMS and reporting system, all costs should be included in the EMS line items with zero (0) in the reporting system line items and should include adequate notes explaining that fact.

Voting Device Maintenance Costs

The cost proposal must indicate the support costs for standard maintenance and upgrades on a per unit basis for voting devices after the warranty has expired. The cost per unit for precinct count optical scan devices and unassisted access devices must be given for all three (3) option years. North Dakota rarely conducts elections in odd-numbered (non-election) years. This fact should be addressed in the offeror's proposal and should result in lower maintenance costs in those years.

Programming Costs

The cost proposal must indicate the election programming costs for a "standard" precinct for the original contract term plus three (3) option years. The programming cost given must assume one precinct count optical scan device and one unassisted access device per precinct. A "standard" precinct is assumed for this calculation to consist of three (3) ballot styles, ten (10) races and three (3) candidates per race. The cost for a "standard" precinct will be used for proposal evaluation purposes only. The offeror must also specify in the Cost Template their proposed programming rate and cost methodology (i.e. by hour, precinct, device, etc.).

Software Maintenance Costs

The cost proposal must indicate the annual maintenance costs required for continued support and upgrades for the proposed Election Management System and Election Results System. For offerors with an integrated EMS and reporting system, all costs should be included in the EMS line items with zero (0) in the reporting system line items and should include adequate notes explaining that fact.

Repurchase Price

The offeror's cost proposal must include a repurchase price or percentage for all unassisted access hardware, software and peripherals supplied for the Williams County and Grand Forks County pilot. In the event the unassisted access voting system is found to be non-performing in the pilot, the repurchase price or percentage will be used as a guideline for the return of the unassisted access voting system, whether or not the contract is continued with replacement equipment or terminated. This price is not considered for scoring purposes

6.08**Required Enclosures**

Offerors must provide all documents, samples, or other information specifically required in this RFP, including (but not limited to):

- a) Letter of Commitment for performance bond or provision for surety deposit;
- b) Sample source code escrow agreement;
- c) Copies of last two (2) year end financial statements;
- d) Qualification certificate issued by the ITA for each proposed voting system; and
- e) Separate cost proposal (5 printed copies and 1 electronic copy) in a sealed envelope.

6.09**Evaluation Criteria**

All proposals will be reviewed to determine if they are responsive. Responsive proposals will be evaluated using the criteria set out in Section Seven.

SECTION SEVEN EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01

Voting System Requirements

Twenty-five Percent (25%) of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out in Section 6.04 of this RFP.

7.02

Management Plan for Implementation, Service and Support

Fifteen Percent (15%) of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below.

- a) How well does the methodology and management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- b) How well is accountability completely and clearly defined?
- c) Is the organization of the project team clear?
- d) How well does the management plan illustrate the lines of authority and communication?
- e) To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- f) Does it appear that offeror can meet the schedule set out in the RFP?
- g) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- h) Is the proposal practical, feasible, and within budget?
- i) Have any potential problems been identified?
- j) Is the proposal submitted responsive to all material requirements in the RFP?

7.03

Experience and Qualifications

Fifteen Percent (15%) of the total possible points will be assigned to this criterion. Proposals will be evaluated based on the information requested in Section 5.03 of this RFP. If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums.

7.04

Contract Cost

Forty-five Percent (45%) of the total possible evaluation points will be assigned to cost. The 45% cost component will be further divided into three categories for evaluation: purchase price, on-going maintenance costs and on-going programming costs.

The purchase price category will make up twenty-five percent (25%) of the overall score. Purchase price will be composed of the cost of the voting devices (based on 600 unassisted access devices and 600 optical scan devices), the statewide cost of the Election Management System, the statewide cost of the Election Reporting System, associated training, warranties and peripherals.

The maintenance costs category will make up ten percent (10%) of the overall score. Maintenance costs will be evaluated as the average of the three years proposed maintenance contract for one unassisted access device and one optical scan device.

The programming costs will make up seven percent (7%) of the overall score. Programming costs will be evaluated as the average of the programming costs for the initial contract term and the three option years proposed for a “standard” precinct (see Section 6.07 for definition) with one unassisted access device and one optical scan device.

The annual software maintenance cost will make up three percent (3%) of the overall score. Annual software maintenance will be evaluated as the total annual maintenance fees charged for the Election Management System and Election Reporting System assuming a statewide installation (53 county licenses plus 1 state license).

The lowest cost proposal for each category will receive the maximum number of points allocated to cost for that category. The point allocations for that category of cost on the other proposals will be evaluated according to the method set forth below.

Applying Preference Laws

The cost amount used for evaluation may be affected by the application of North Dakota preference laws (ref. N.D.C.C. 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror’s state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the Procurement Officer will increase that offeror’s cost

proposal by 5% before evaluation.

See <http://www.state.nd.us/csd/spo/resources.html> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Total Points for Cost Available} = \text{Awarded Points}$$

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

1. Appendix A - Contract Form
2. Appendix B - Indemnification and Insurance Requirements
3. Appendix C - North Dakota Proposed Administrative Rules for Certification of Voting Systems
4. Appendix D - Cost Proposal Template
5. Appendix E - North Dakota County Information
6. Checklist for Offerors

**ATTACHMENT ONE
APPENDIX A – CONTRACT FORM**

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APPENDIX A - SAMPLE SERVICE CONTRACT

SERVICE CONTRACT

**THE PARTIES TO THIS CONTRACT ARE THE STATE OF NORTH DAKOTA,
ACTING THROUGH ITS DEPARTMENT OF _____ (STATE), AND**

_____(CONTRACTOR);

1. **SCOPE OF SERVICE**

CONTRACTOR, in exchange for the compensation paid by the STATE under this contract, agrees to provide the following services:

2. **TERM OF CONTRACT**

The term of this contract is for a period of _____ months, commencing on the ____ day of _____, 20____, and terminating on the ____ day of _____, 20____.

3. **COMPENSATION**

STATE will pay for the services provided by CONTRACTOR under this contract an amount not to exceed _____ per _____, to be paid _____.

4. **TERMINATION OF CONTRACT**

a. Termination without cause. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. Termination for lack of funding or authority. The STATE may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or

liabilities of either party already accrued prior to termination.

c. Termination for cause. The STATE by written notice of default to the CONTRACTOR may terminate the whole or any part of this contract:

- 1) If the CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by the STATE; or
- 2) If the CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of the STATE provided in the above clause related to defaults by the CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. FORCE MAJEURE

CONTRACTOR shall not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond the CONTRACTOR's reasonable control and the CONTRACTOR gives notice to the STATE immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

6. RENEWAL

This contract will not automatically renew. STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least sixty days before the scheduled termination date.

7. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

8. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms shall not be affected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

9. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without the STATE's express written consent. However, the CONTRACTOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor.

CONTRACTOR shall not have the authority to contract for or incur obligations on behalf of the STATE.

10. NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

_____ or _____

11. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought in the District Court of Burleigh County, North Dakota.

12. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR SHALL PROMPTLY NOTIFY STATE OF ALL POTENTIAL CLAIMS WHICH ARISE OR RESULT FROM THIS CONTRACT. CONTRACTOR SHALL ALSO TAKE ALL REASONABLE STEPS TO PRESERVE ALL PHYSICAL EVIDENCE AND INFORMATION WHICH MAY BE RELEVANT TO THE CIRCUMSTANCES SURROUNDING A POTENTIAL CLAIM, WHILE MAINTAINING PUBLIC SAFETY, AND GRANTS TO THE STATE THE OPPORTUNITY TO REVIEW AND INSPECT THE EVIDENCE, INCLUDING THE SCENE OF AN ACCIDENT.

13. INDEMNITY

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF NORTH DAKOTA, THE NORTH DAKOTA ASSOCIATION OF COUNTIES, ALL NORTH DAKOTA COUNTIES WHICH ACQUIRE VOTING SYSTEMS PURSUANT TO THIS AGREEMENT, AND THEIR AGENCIES, DIRECTORS, OFFICERS AND EMPLOYEES (COLLECTIVELY "NORTH DAKOTA"), FROM ANY AND ALL CLAIMS OF ANY NATURE, INCLUDING ALL COSTS, EXPENSES AND ATTORNEYS' FEES, WHICH MAY IN ANY MANNER RESULT FROM OR ARISE OUT OF THIS CONTRACT, EXCEPT FOR CLAIMS RESULTING FROM OR ARISING OUT OF NORTH DAKOTA'S SOLE NEGLIGENCE. THE LEGAL DEFENSE PROVIDED BY CONTRACTOR TO NORTH DAKOTA UNDER THIS PROVISION MUST BE FREE OF ANY CONFLICTS OF INTEREST, EVEN IF RETENTION OF SEPARATE LEGAL COUNSEL FOR NORTH DAKOTA IS NECESSARY. CONTRACTOR SHALL ALSO DEFEND, INDEMNIFY, AND HOLD NORTH DAKOTA HARMLESS FOR ALL COSTS, EXPENSES, AND ATTORNEYS' FEES INCURRED IN ESTABLISHING AND LITIGATING THE INDEMNIFICATION COVERAGE PROVIDED IN THIS SECTION. THE OBLIGATION IN THIS SECTION SHALL CONTINUE AFTER TERMINATION OF THIS CONTRACT, OR ANY EXTENSIONS OR RENEWALS OF IT.

14. INSURANCE

A. REQUIRED COVERAGES. CONTRACTOR SHALL SECURE AND KEEP IN FORCE DURING THE TERM OF THIS CONTRACT, FROM INSURANCE COMPANIES AUTHORIZED TO DO BUSINESS IN NORTH DAKOTA, THE FOLLOWING INSURANCE COVERAGES COVERING THE CONTRACTOR FOR ANY AND ALL CLAIMS OF ANY NATURE WHICH MAY IN ANY MANNER ARISE OUT OF OR RESULT FROM THIS CONTRACT:

- 1) COMMERCIAL GENERAL LIABILITY, INCLUDING CONTRACTUAL COVERAGE, AND PRODUCTS OR COMPLETED OPERATIONS COVERAGE (IF APPLICABLE), WITH MINIMUM LIABILITY LIMITS OF \$250,000 PER PERSON AND \$1,000,000 PER OCCURRENCE.**
- 2) AUTOMOBILE LIABILITY, WITH MINIMUM LIABILITY LIMITS OF \$250,000 PER PERSON AND \$1,000,000 PER OCCURRENCE.**
- 3) WORKERS COMPENSATION COVERAGE MEETING ALL NORTH DAKOTA STATUTORY REQUIREMENTS, INCLUDING: A) AN "ALL STATES ENDORSEMENT" TO COVER CLAIMS OCCURRING OUTSIDE THE STATE OF NORTH DAKOTA IF ANY OF THE SERVICES PROVIDED UNDER THIS CONTRACT INVOLVE WORK OUTSIDE THE STATE OF NORTH DAKOTA; AND B) EMPLOYER'S LIABILITY OR "STOP GAP" INSURANCE OF NOT LESS THAN \$1,000,000 AS AN ENDORSEMENT ON THE WORKERS COMPENSATION OR COMMERCIAL GENERAL LIABILITY INSURANCE IF CONTRACTOR IS DOMICILED OUTSIDE THE STATE OF NORTH DAKOTA.**

b. General Insurance Requirements. The insurance coverages listed above must meet the following additional requirements:

- 1) ANY DEDUCTIBLE OR SELF INSURED RETENTION AMOUNT OR OTHER SIMILAR OBLIGATION UNDER THE POLICIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE AMOUNT OF ANY DEDUCTIBLE OR SELF RETENTION IS SUBJECT TO APPROVAL BY THE STATE.**
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed and maintained for the term of this contract and any extensions with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by the STATE. "Follows form" means the excess policy must be written with the same terms and conditions as the policy to which it is excess.
- 3) NORTH DAKOTA will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify NORTH DAKOTA under Section 13 shall not be limited by the insurance required in this section.
- 4) NORTH DAKOTA shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insureds.

NORTH DAKOTA shall have the same rights and coverages as CONTRACTOR under said policies. The additional insured endorsement for the commercial general liability policy shall be written on a form equivalent to the ISO 1985 CG 20 10 form, or such other form as approved by the STATE, and the endorsement shall not limit or delete NORTH DAKOTA's coverage in any way based upon NORTH DAKOTA's acts or omissions.

- 5) The insurance required in this section, through a policy or endorsement, shall include:
 - a. a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against NORTH DAKOTA;
 - b. a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned STATE representative;
 - c. a provision that any attorney who represents NORTH DAKOTA under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
 - d. a provision that CONTRACTOR's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by NORTH DAKOTA and that any insurance, self-insurance or self-retention maintained by NORTH DAKOTA shall be excess of the CONTRACTOR's insurance and shall not contribute with it;
 - e. cross liability/severability of interest coverage for all policies and endorsements.
- 6) The legal defense provided to NORTH DAKOTA under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for NORTH DAKOTA is necessary.
- 7) CONTRACTOR shall furnish a certificate of insurance, the additional insured endorsement adding NORTH DAKOTA as an additional insured, and, if requested, a copy of the insurance policy and all its endorsements, to the undersigned STATE representative prior to commencement of this contract.
- 8) Failure to provide insurance as required in this section is a material breach of contract entitling STATE to immediately terminate this contract.

15. ATTORNEY FEES

In the event a lawsuit is instituted by the STATE to obtain performance due of any kind under this contract, and the STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay the STATE's reasonable attorney fees and costs in connection with the lawsuit.

16. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The STATE does not waive any right to a jury trial.

17. CONFIDENTIALITY

CONTRACTOR agrees not to use or disclose any information it receives from the STATE under this contract that the STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the STATE. The STATE agrees not to disclose any information it receives from CONTRACTOR that the CONTRACTOR has previously identified as confidential and which the STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

18. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in Section 17, the STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records which are obtained or generated by the CONTRACTOR under this contract, except for records that are confidential under Section 17, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact the STATE immediately upon receiving a request for information under the open records law and to comply with the STATE's instructions on how to respond to the request.

19. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment or materials created or purchased under this contract belong to the STATE and must be delivered to STATE at STATE's request upon termination of this contract. CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable STATE to protect its rights under this section.

20. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workers' Compensation Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out the CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

21. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including but not limited to those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including but not limited to sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

22. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

23. PREPAYMENT

The STATE will not make any advance payments before performance by the CONTRACTOR under this contract.

24. TAXPAYER ID

CONTRACTOR's North Dakota tax ID number is: _____.
CONTRACTOR's federal employer ID number is: _____.

25. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

CONTRACTOR

BY: _____

ITS: _____

DATE: _____

STATE OF NORTH DAKOTA

BY: _____

ITS: _____

DATE: _____

ATTACHMENT TWO
APPENDIX B – INDEMNIFICATION AND INSURANCE REQUIREMENTS

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Appendix B – Indemnification and Insurance Requirements

Indemnification

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, the North Dakota Association of Counties, all North Dakota Counties which acquire voting systems pursuant to this agreement, and their agencies, directors, officers and employees (collectively, "State"), from any and all claims of any nature, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of the State's sole negligence. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate and multiple legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Insurance

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this agreement:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- 2) Automobile liability with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. In addition, an "all states endorsement" covering claims occurring outside the state of North Dakota if any of the services provided under this agreement involve work outside the state of North Dakota.
- 4) Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$2,000,000 per occurrence and in the aggregate.

If these insurance coverages are insufficient to fully satisfy all claims asserted against the State, fifty percent of such coverage shall be applied to claims against the state of North Dakota, its agencies, directors, officers and employees, and fifty percent of such coverage shall be applied to claims against the North Dakota Association of Counties and North Dakota Counties which acquire voting systems pursuant to this agreement, and their agencies, directors, officers and employees. If any coverage applied to claims against the state of North Dakota, its agencies, directors, officers and employees, or to claims against the North Dakota Association of Counties and North Dakota Counties which acquire voting systems pursuant to this agreement and their agencies, directors, officers, and employees, remains after such claims are fully satisfied, the remaining coverage shall then be applied to any other claims asserted against the State.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The policies shall be in form and terms approved by the State.

- 3) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The State shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the rights and coverages as Contractor under said policies. The additional Insured endorsement for the commercial general liability policy shall be written on a form equivalent to the ISO 1985 CG 20 10- form, or such other form as approved by the State, and shall not limit or delete State's coverage in any way based upon State's acts or omissions.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b) a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative;
 - c) a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
 - d) a provision that Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
 - e) cross liability/severability of interest for all policies and endorsements;
- 6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate and multiple legal counsel for the State is necessary.
- 7) The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to commencement of this agreement.
- 8) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

ATTACHMENT THREE
APPENDIX C – NORTH DAKOTA PROPOSED ADMINISTRATIVE RULES FOR
CERTIFICATION OF VOTING SYSTEMS

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APPENDIX C – PROPOSED ADMINISTRATIVE RULES FOR CERTIFICATION OF VOTING SYSTEMS

CHAPTER 72-06-01

CERTIFYING AND DECERTIFYING ELECTRONIC

COUNTING MACHINES AND VOTING SYSTEMS

Section

72-06-01-01	Definitions
72-06-01-02	Certification by Secretary of State of Electronic Counting Machines and Voting Systems
72-06-01-03	De-certification by Secretary of State of Electronic Counting Machines and Voting Systems
72-06-01-04	Criteria for Approving Direct Recording Electronic Voting Systems
72-06-01-05	Defining a Vote on Optical Scan Ballots Used as a Part of an Electronic Counting Machine or Electronic Voting System
72-06-01-06	Defining a Vote on Direct Recording Electronic Voting Systems
72-06-01-07	Temporarily Defining a Vote on New Electronic Counting Machines and Electronic Voting System, not Otherwise Addressed in Section 72-06-01-05 or 72-06-01-06

72-06-01-01. Definitions.

1. “Company” means any company, corporation, limited liability company, or other entity engaged in the business of supplying electronic counting machines and electronic voting systems.
2. “EAC” means the federal election assistance commission or any entity or agency succeeding to its function or role.
3. “FEC” means the federal election commission or any entity or agency succeeding to its function or role.
4. “NASED” means the national association of state election directors or any entity succeeding to its function or role.

History: Effective _____ 1, 2004

General Authority: NDCC 16.1-06-26

Law Implemented: NDCC 16.1-06-26

72-06-01-02. Certification by secretary of state of electronic counting machines and voting systems. Prior to use and procurement in this state, a company supplying electronic counting machines and electronic voting systems which, for purposes of this chapter, includes any software, hardware, and firmware components used as a part of an electronic voting system or electronic counting machine, shall give written notice to the secretary of state and provide a demonstration certifying that its machine or system complies with applicable laws and is certified as fulfilling the requirements of the FEC voting system standards by an independent test authority accredited by the NASED. Upon the creation of voting system standards by the EAC according to the Help America Vote Act of 2002 (Public Law 107-252, 42 U.S.C. 15301-15545), a company supplying electronic counting machines and electronic voting systems shall give written notice to the secretary of state and provide a demonstration certifying that its machine or system complies with applicable laws and is certified as fulfilling the requirements of the EAC voting system standards by an independent test authority accredited by the EAC. If the secretary of state approves the machine or system, the secretary of state shall issue a certificate of approval.

Any changes or modifications in electronic counting machines and electronic voting systems may be certified by the secretary of state with or without the demonstration described in this section for initial approval provided that the modified machine or system has been certified as fulfilling the requirements of the FEC voting system standards by an independent test authority accredited by the NASED. Upon the creation of voting system standards by the EAC, any changes or modifications in electronic counting machines and electronic voting systems may be certified by the secretary of state with or without the demonstration described in this section for initial approval provided that the modified machine or system has been certified as fulfilling the requirements of the EAC voting system standards by an independent test authority accredited by the EAC.

History: Effective _____ 1, 2004

General Authority: NDCC 16.1-06-26

Law Implemented: NDCC 16.1-06-26, 16.1-06-10.1, 16.1-06-11, 16.1-06-14

72-06-01-03. De-certification by secretary of state of electronic counting machines and voting systems. The secretary of state may de-certify and revoke a certificate of approval of any electronic counting machine or electronic voting system previously certified according to section 72-06-01-02 if the secretary of state becomes aware that:

1. *Any substantial modification was made to the electronic counting machine or electronic voting system that was not certified according to section 72-06-01-02; or*
2. Documented evidence exists showing malfunctioning by the electronic counting machine or electronic voting system that cannot be explained by user or operator error, and which the company cannot adequately or chooses not to account for.

History: Effective _____ 1, 2004

General Authority: NDCC 16.1-06-26

Law Implemented: NDCC 16.1-06-26, 16.1-06-14

72-06-01-04. Criteria for approving direct recording electronic voting systems. Before the secretary of state grants a certificate of approval, the following capabilities or features of a direct-recording electronic voting system must be demonstrated to the secretary of state or the secretary of state's designee upon such official's request. As used in this section, the term system means direct recording electronic voting system. The secretary of state may grant a certificate of approval for a system, if the system fulfills the requirements of section 16.1-06-14 of the North Dakota Century Code, and is approved or certified by the FEC or EAC. The secretary of state may also require that one or more of the following capabilities or features also be included in a system prior to its approval:

1. Presents the entire ballot to the voter in a series of sequential screens that include methods to ensure the voter sees all ballot options on all screens before completing the vote and allows the voter to review all ballot choices before casting a ballot;
2. Alerts the voter on the screen if the voter attempts to overvote or cross-party vote, and provides information on how to correct the overvote or cross-party vote;
3. Is an electronic computer-controlled voting system that provides for direct recording and tabulating of votes cast;
4. Has a battery back-up system that, at a minimum, allows voting to continue uninterrupted for two hours without external power;
5. Along with any activating and vote recording devices and components, has a unique embedded internal serial number for audit purposes;
6. Is designed to accommodate multiple ballot styles in each election precinct and multiple precincts;
7. Has a real-time clock capable of recording and documenting the total time polls are open in a precinct and capable of documenting the opening and closing of polls;
8. Complies with the disability voting requirements of the Help America Vote Act (Public Law 107-252, 42 U.S.C. 15301-15545);
9. For security purposes, along with each associated activating and recording device and component, employs a unique, electronically implanted election specific internal security code such that the absence of the security code prevents substitution of any unauthorized system or related component;
10. Has a color touch-screen that is at least fifteen inches in diagonal measure;

11. Has an option to accommodate a wheelchair voter without intervention of the poll worker other than a minor adjustment such as the angle of the display, and the voter must be able to vote in a face-first position so that privacy is maintained with the ballot surface adjusted to a vertical position;
12. Has wheels so that the system may be easily rolled by one person on rough pavement and rolled through a standard thirty-inch door frame if the net weight of the system, or aggregate of voting device parts, is over twenty pounds;
13. Has a smart card type device to activate the system for each individual voter. The election worker or voters shall be able to activate the card at the poll table with an activation device and hand the card to the voter to use on any open voting system. The card shall be rendered unusable by the voting system after the voter has cast a ballot and after a period of time has expired. There shall be a manual solution available in the event the smart card activation device, or the smart card reading unit on the machine, fails;
14. Prints an alphanumeric printout of the contest, candidates, position numbers, and vote totals when the polls are open so that the election workers may verify that the counters for each candidate are on zero. These printouts shall contain the system serial number and the counter total. The election worker must be able to request as many copies as needed. The system shall include a feature to allow reports to be sent to a printer or to an Excel compatible file;

15. The system central processing unit is designed so that no executable code may be launched from random access memory. If the operating system is open or widely used, it must be an embedded system;
16. Provides an electronic, redundant storage of both the vote totals and the randomized individual ballot images. These randomized images must be able to be printed after the polls close;
17. Allows a comparison of the multiple locations of totals and ballot images to detect any errors or discrepancies. In the event of a data discrepancy, an appropriate error message shall be displayed in a text format, in order to either correct the data error or prohibit voting from continuing;
18. Has a programmable memory device that plugs into the system. This programmable memory device shall contain the ballot control information, the summary vote totals, maintenance log, operator log, and the randomized ballot images;
19. Maintains all vote totals, counter totals, audit trail ballot images, and the internal clock time in both the main memory and the removable programmable memory devices in the event the main power and battery back-up power fail;
20. Has a self-contained, internal back-up battery that powers all components of the system that are powered by alternating current power. In the event of a power outage in the precinct the self-contained, internal back-up battery power shall engage with no disruption of operation or loss of data. The system shall maintain all vote totals, counter totals, audit trail ballot

images, and the internal clock time in both the main memory and the removable programmable memory devices in the event the main power and battery back-up fail;

21. Has software that is able to run in a networked or stand-alone environment and support early voting;
22. Has as a standard or as an option, software and hardware provisions for remote transmission of election results to a central location;
23. Has internal operating system software or firmware that:
 - a. Is specifically designed and engineered for the election application;
 - b. Is contained within each touch-screen voting device;
 - c. Is stored in a nonvolatile memory within each terminal;
 - d. Includes internal quality checks such as parity or error detection and correction codes; and
 - e. Include comprehensive diagnostics to ensure that failures do not go undetected;
24. Has a mandatory pre-election testing of the ballot control logic and accuracy. The logic and accuracy test results must be stored into the memory of the main processor (central processing unit) and into the same programmable memory device that is used on election day for future reference. The test results must be stored by vote total summaries and by each individual ballot image randomly. The system must be capable of printing a zero-results printout prior to these tests and results printout after the test; and

25. Stores tabulation of votes, ballot by ballot, in two or more memory locations on separate integrated circuit chips and shall be electronically compared throughout the election. Any differences between votes tabulated and votes stored in multiple storage locations shall be detected immediately and generate an error message defining required maintenance on the electronic voting system before the system continues to be used in the election.

History: Effective _____ 1, 2004

General Authority: NDCC 16.1-06-26

Law Implemented: NDCC 16.1-06-26, 16.1-06-14

72-06-01-05. Defining a vote on optical scan ballots used as a part of an electronic counting machine or electronic voting system. A voting mark that touches the oval or arrow on an optical scan ballot used as a part of an electronic counting machine or electronic voting device shall be counted as if it were on or in the oval or arrow. Except as provided in sections 16.1-13-25 and 16.1-13-26 of the North Dakota Century Code, if the voting mark does not touch the oval or arrow and is not on or in the oval or arrow, the vote may not be counted.

History: Effective _____ 1, 2004

General Authority: NDCC 16.1-06-26

Law Implemented: NDCC 16.1-06-26

72-06-01-06. Defining a vote on direct recording electronic voting systems.

A vote on a direct recording electronic voting system is one that is directly recorded and tabulated on an electronic computer-controlled voting system by a method that ensures a voter sees all ballot options on all screens before completing the vote and allows the voter to review all ballot choices before casting a ballot.

History: Effective _____ 1, 2004
General Authority: NDCC 16.1-06-26
Law Implemented: NDCC 16.1-06-26

72-06-01-07. Temporarily defining a vote on new electronic counting machines and electronic voting system, not otherwise addressed in section 72-06-01-05 or 72-06-01-06. After certifying a new electronic counting machine or electronic voting system according to section 72-06-01-01 which is not otherwise addressed in section 72-06-01-05 or 72-06-01-06, and within sixty days following the issue of a certificate of approval by the secretary of state, the secretary of state shall temporarily define and publicize what constitutes a vote on the newly certified electronic counting machine or electronic voting system, which will govern until a permanent definition is adopted by rule.

History: Effective _____ 1, 2004
General Authority: NDCC 16.1-06-26
Law Implemented: NDCC 16.1-06-26

ATTACHMENT FOUR
APPENDIX D – COST PROPOSAL TEMPLATE

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ATTACHMENT FOUR
APPENDIX D – COST PROPOSAL TEMPLATE

Each offeror must present a **firm fixed cost proposal** for the work to be performed. Said cost proposal should include all costs (separate provisions for travel and/or per diem will not be accepted).

Where there is a reference in this RFP to deliverables, submission requirements or other response and contract performance discussions, said reference might not be all inclusive of all requirements in the RFP. It is incumbent upon the contractor to read this entire RFP carefully and respond to, and price, all requirements and ensure all costs proposed include all requirements.

Unit Cost for Unassisted Access Device

A. Voting Device Unit (including hardware, software and firmware)	\$
B. Accessibility Peripherals	\$
C. Other Peripherals	\$
D. Memory Cards	\$
E. Modem	\$
F. Manuals	\$
G. Training	\$
H. Warranty	\$
I. Other (specify)	\$
J. Total Unit Cost for Unassisted Access Device (A + B + C + D + E + F + G + H + I)	\$

Unit Cost for Precinct Count Optical Scan Device

K. Voting Device Unit (including hardware, software and firmware)	\$
L. Other Peripherals	\$
M. Memory Cards	\$
N. Modem	\$
O. Manuals	\$
P. Training	\$
Q. Warranty	\$
R. Other (specify)	\$
S. Total Unit Cost for Precinct Count Optical Scan Device (K + L + M + N + O + P + Q + R)	\$

Election Management System

T. Statewide License for 53 Counties and Central State License	\$
U. Single License for a County or the Central State License	\$

Election Reporting System

V. Statewide License for 53 Counties and Central State License	\$
W. Single License for a County or the Central State License	\$

Evaluated Purchase Cost

X. Statewide Voting System ((J x 600) + (S x 600) + T + V)	\$
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Voting Device Maintenance Option Year 1

Y. Per Unit for Unassisted Access Device	\$
Z. Per Unit for Precinct Count Optical Scan Device	\$
AA. Total per Polling Place	\$

Voting Device Maintenance Option Year 2

AB. Per Unit for Unassisted Access Device	\$
AC. Per Unit for Precinct Count Optical Scan Device	\$
AD. Total per Polling Place	\$

Voting Device Maintenance Option Year 3

AE. Per Unit for Unassisted Access Device	\$
AF. Per Unit for Precinct Count Optical Scan Device	\$
AG. Total per Polling Place	\$

Evaluated Voting Device Maintenance Cost

AH. Average Three (3) Year Maintenance per Polling Place ((AA + AD + AG) / 3)	\$
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Programming During Initial Contract Term

AI. “Standard” Precinct (see Section 6.07 for definition)	\$
AJ. Offeror’s Proposed Programming Rate	\$ /

Programming Option Year 1

AK. “Standard” Precinct (see Section 6.07 for definition)	\$
AL. Offeror’s Proposed Programming Rate	\$ /

Programming Option Year 2

AM. “Standard” Precinct (see Section 6.07 for definition)	\$
AN. Offeror’s Proposed Programming Rate	\$ /

Programming Option Year 3

AO. “Standard” Precinct (see Section 6.07 for definition)	\$
AP. Offeror’s Proposed Programming Rate	\$ /

Evaluated Programming Cost

AQ. Average Programming per “Standard” Precinct ((AI + AK + AM + AO) / 4)	\$
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Statewide Annual Maintenance for Software

AR. Annual Maintenance for Election Management System	\$
AS. Annual Maintenance for Election Reporting System	\$
AT. Total Statewide Annual Maintenance for Software (AR + AS)	\$

ATTACHMENT FIVE
APPENDIX E – NORTH DAKOTA COUNTY INFORMATION

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ATTACHMENT FIVE

APPENDIX E – NORTH DAKOTA COUNTY INFORMATION

County	2002 Precincts	2006 Funded Precincts	2000 Population	2000 Population Over 17	2000 Votes Cast for Governor	Voting System Type	Current Voting Device	Number of Devices	Considering 2004 Optical Scan Implementation
Adams	3	3	2,593	1,992	1,227	Op Scan	ES&S Optech III P	1 - Own	No
Barnes	23	15	11,775	9,151	5,807	Op Scan	ES&S Model 150 OMR	2 - Own	No
Benson	8	6	6,964	4,451	2,213	Op Scan	ES&S Optech III P Eagle		
Billings	4	3	888	667	536	Op Scan	ES&S Optech III P Eagle	1- Own	Yes
Bottineau	15	11	7,149	5,562	3,728	Op Scan	ES&S Model 150 OMR	1 - Own	
Bowman	4	4	3,242	2,462	1,523	Op Scan	ES&S Optech III P	Own	
Burke	6	5	2,242	1,775	1,061	Op Scan	ES&S Optech III P Eagle	Rent	Possible
Burleigh	38	35	69,416	52,241	34,777	Op Scan	ES&S Model 315	Own	Yes
Cass	67	61	123,138	94,290	59,394	Op Scan	ES&S 100 Model	32 - Own	Yes
Cavalier	22	13	4,831	3,643	2,424	Paper	None		
								2 - Own, 1 -	
Dickey	3	4	5,757	4,388	2,843	Op Scan	ES&S Optech III P	Rent	Yes
Divide	6	5	2,283	1,821	817	Op Scan	ES&S Optech III P Eagle	Lease	
Dunn	12	9	3,600	2,614	1,759	Op Scan	ES&S 100 Model	2- Own	Yes
Eddy	6	4	2,757	2,106	1,306	Op Scan	ES&S Optech III P Eagle		
Emmons	11	8	4,331	3,256	2,031	Paper	None	N/A	No
								1 - Lease to	
Foster	10	6	3,759	2,774	1,761	Op Scan	ES&S Model 150 OMR	Own	No
Golden Valley	5	4	1,924	1,379	827	Op Scan	ES&S Optech III P	1 - Own	No
Grand Forks	43	36	66,109	50,374	28,641	Op Scan	ES&S 550 Central Count	Lease	Pilot
Grant	7	5	2,841	2,175	1,471	Paper	None	N/A	
Griggs	7	5	2,754	2,133	1,502	Paper	None	N/A	Yes
Hettinger	3	3	2,715	2,081	1,554	Op Scan	ES&S Optech III P	2- Own	No
Kidder	9	6	2,753	2,115	1,299	Paper	None	N/A	No
LaMoure	11	8	4,701	3,563	2,534	Op Scan	ES&S Optech III P Eagle	2 - Own	
Logan	5	4	2,308	1,786	1,204	Op Scan	ES&S Optech III P Eagle	Own	
McHenry	11	8	5,987	4,553	2,823	Op Scan	ES&S Optech III P Eagle	2 - Own	Yes
McIntosh	6	5	3,390	2,734	1,738	Op Scan	ES&S Optech III P	Own	No
McKenzie	17	12	5,737	3,981	2,385	Op Scan	ES&S Model 150 OMR		No
McLean	16	12	9,311	7,099	4,719	Op Scan	ES&S Model 150 OMR		No
							ES&S OMR Ballot Reader		
Mercer	15	10	8,644	6,131	4,414	Op Scan	115	1 - Own	Yes
Morton	18	16	25,303	18,480	11,352	Op Scan	Model 150 OMR	Own	Yes
Mountrail	9	7	6,631	4,771	2,958	Op Scan	ES&S Optech III P Eagle	Lease	No
Nelson	7	5	3,715	2,895	1,876	Op Scan	ES&S Model 150 OMR	Own	No
Oliver	7	5	2,065	1,499	1,061	Paper	None	N/A	Yes
Pembina	14	10	8,585	6,445	3,838	Op Scan	ES&S Model 105	Own	No
Pierce	11	7	4,675	3,560	2,040	Op Scan	ES&S Optech III P Eagle	Own	Yes
							ES&S OMR Ballot Reader		
Ramsey	13	10	12,066	9,047	5,061	Op Scan	115	1 - Own	No
Ransom	7	5	5,890	4,419	2,784	Op Scan	ES&S Optech III P Eagle	Rent	No
Renville	5	4	2,610	2,001	1,352	Op Scan	ES&S Model 150 OMR	1 - Own	Possible
Richland	22	16	17,998	13,561	8,178	Op Scan	ES&S Optech III P Eagle	Lease	Yes
Rolette	5	6	13,674	8,689	4,485	Op Scan	ES&S Model 150 OMR	Own	No
Sargent	6	5	4,366	3,211	2,229	Op Scan	ES&S Optech III P Eagle	2 - Rent	Yes
Sheridan	6	4	1,710	1,344	954	Op Scan	ES&S Optech III P Eagle	1 - Own	
Sioux	9	6	4,044	2,414	1,073	Paper	None	N/A	No
Slope	6	4	767	573	456	Paper	None	N/A	No
							ES&S OMR Ballot Reader		
Stark	15	13	22,636	16,855	9,937	Op Scan	115	Own	Yes
Steele	5	4	2,258	1,634	1,234	Op Scan	ES&S Optech III P Eagle	1 - Rent	Yes
Stutsman	18	15	21,908	16,903	9,236	Op Scan	ES&S Model 150 OMR	Own	No
Towner	3	3	2,876	2,168	1,230	Op Scan	ES&S Optech III P Eagle	1 - Own	Yes

Trall	13	9	8,477	6,373	4,224	Op Scan	ES&S Optech III P Eagle	Lease	
Walsh	18	12	12,389	9,298	5,255	Op Scan	ES&S OMR Ballot Reader	Own	No
Ward	32	29	58,795	43,372	22,682	Op Scan	115	Own	Yes
Wells	6	5	5,102	3,953	2,437	Op Scan	ES&S 550 Central Count	1 - Own	No
Williams	18	15	19,761	14,589	7,999	Punchcard	ES&S Model 150 OMR	N/A	Pilot
Total	666	525	642,200	481,351	292,249		CES Cardmation		

ATTACHMENT SIX
APPENDIX F - CHECKLIST FOR OFFERORS

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ATTACHMENT SIX
APPENDIX F - CHECKLIST FOR OFFERORS

- ☐ Submit any questions, comments, or requests for clarification to the Procurement Officer by the deadline for submission of questions.
- ☐ Review the Appendixes A and B. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- ☐ Be sure the proposal is signed by an individual authorized to bind the offeror to the provisions of the RFP.
- ☐ Comply with North Dakota Secretary of State and North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- ☐ Provide the required number of references.
- ☐ Provide all documents or materials that must be submitted with the RFP (see Section 6.08).
- ☐ Ensure that all confidential sections of the proposal are clearly marked as such.